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Attorneys for Defendant
SPS TECHNOLOGIES, LLC dba Air Industries Company

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JONTIAN JACKSON, individually and
on behalf of all others similarly situated

Plaintiffs,

v.

SPS TECHNOLOGIES, LLC
dba Air Industries Company; and
DOES 1 through 20, inclusive,

Defendants.

Case No.

(Los Angeles Superior Court Case No.
BC596401)

CLASS ACTION

**DECLARATION OF JULIE E.
PATTERSON IN SUPPORT OF
NOTICE OF REMOVAL BY
DEFENDANT SPS
TECHNOLOGIES, LLC DBA AIR
INDUSTRIES COMPANY**

Date:
Time:
Dept.:

Compl. Filed: September 30, 2015
FAC Filed: November 16, 2015
Trial Date: Not Assigned

BRYAN CAVE LLP
3161 MICHELSON DRIVE, SUITE 1500
IRVINE, CA 92612-4414

DECLARATION OF JULIE E. PATTERSON

I, JULIE E. PATTERSON, hereby declare as follows:

1. I am an attorney duly licensed to practice law in all courts of the State of California. I am a partner at the law firm of Bryan Cave LLP, attorneys of record for Defendant SPS Technologies, LLC dba Air Industries Company ("Air Industries") in the action herein. I have personal knowledge of the matters set forth in this declaration. If called as a witness, I could testify competently to such matters.

2. On September 30, 2015, Plaintiff Jontian Jackson ("Plaintiff") filed a putative class action lawsuit in the Superior Court of the State of California, County of Los Angeles, titled *Jontian Jackson, individually and on behalf of all other similarly situated v. SPS Technologies, LLC dba Air Industries Company; and DOES 1 to 20*, Los Angeles County Superior Court Case No. BC596401 (the "Action"). Plaintiff then sent an October 6, 2015 notice letter to the California Labor & Workforce Development Agency (LWDA) and Air Industries of its intention to pursue a claim for penalties under the California Private Attorneys General Act ("PAGA"), Cal. Lab. Code § 2698, *et seq.*

3. Plaintiff filed a First Amended Complaint ("FAC") on November 16, 2015, adding an additional claim for PAGA penalties. The proof of service attached to the FAC and Summons indicates that Air Industries was personally served on November 25, 2015. True and correct copies of the FAC and Summons, the original Complaint and Summons, and all other documents served on Air Industries in the Action are attached as "**Exhibit A.**" No other pleadings, process, or orders have been served on Defendant in the Action.

4. On December 22, 2015, Air Industries filed and served its Answer to Plaintiff's Complaint. Attached hereto as "**Exhibit B**" is a true and correct copy of the Answer Air Industries filed and served in the State Court Action.

I declare under penalty of perjury under the laws of the State of California

BRYAN CAVE LLP
3161 MICHELSON DRIVE, SUITE 1500
IRVINE, CA 92612-4414

1 and the United States of America that the foregoing is true and correct.

2 Executed this 23rd day of December, 2015, at Irvine, California.

3 /s/ Julie E. Patterson

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BRYAN CAVE LLP
3161 MICHELSON DRIVE, SUITE 1500
IRVINE, CA 92612-4414

EXHIBIT A

NATIONAL REGISTERED AGENTS, INC.

SERVICE OF PROCESS SUMMARY TRANSMITTAL FORM

To: GREG ASCHMAN, SR VP - FINANCE
PCC AIRFRAME PRODUCTS
301 HIGHLAND AVENUE
JENKINTOWN, PA 19046

SOP Transmittal # 528230553

213-337-4615 - Telephone

Entity Served: SPS TECHNOLOGIES, LLC (Domestic State: PENNSYLVANIA)

Enclosed herewith are legal documents received on behalf of the above captioned entity by National Registered Agents, Inc. or its Affiliate in the State of CALIFORNIA on this 25 day of November, 2015. The following is a summary of the document(s) received:

1. **Title of Action:** JONTIAN JACKSON, individually and on behalf of all others similarly situated, Pltff. vs. SPS TECHNOLOGIES, LLC, etc., et al., Dfts.
2. **Document(s) Served:** SUMMONS
Other: First Amended Complaint, Cover Sheet(s), Instructions, Cover Sheet Addendum(s) and Statement(s), Initial Order(s), Notice(s), Stipulation(s), Informal Discovery Conference, Stipulation(s) and Order(s)
3. **Court of Jurisdiction/Case Number:** Los Angeles County - Superior Court - Commonwealth Ave., CA
Case # BC596401
4. **Amount Claimed, if any:** N/A
5. **Method of Service:**
☒ Personally served by: ☒ Process Server ☐ Deputy Sheriff ☐ U. S Marshall
☐ Delivered Via: ☐ Certified Mail ☐ Regular Mail ☐ Facsimile
☐ Other (Explain):
6. **Date and Time of Receipt:** 11/25/2015 10:50:00 AM CST
7. **Appearance/Answer Date:** Within 30 days after service (Document(s) may contain additional answer dates)
8. **Received From:** Samuel A. Wong
Aegis Law Firm, P.C.
9811 Irvine Center Drive
Suite 100
Irvine, CA 92618
949-379-6250
9. **Federal Express Airbill #** 781793982942
10. **Call Made to:** Not required
11. **Special Comments:**
SOP Papers with Transmittal, via Fed Ex 2 Day
Image SOP
Email Notification, DEBIE BROWNING DBROWNING@PRECASTCORP.COM
Email Notification, Jeremy Hughes JHUGHES@PRECASTCORP.COM
Email Notification, Ruth A Beyer Sr. VP & GC rbeyer@precastcorp.com
Email Notification, Emi Donis, VP, CCO & DGC edonis@precastcorp.com
Email Notification, CHAD SEBER CSEBER@PRECASTCORP.COM
Email Notification, GREG ASCHMAN GASCHMAN@SPSTECH.COM

The information contained in this Summary Transmittal Form is provided by National Registered Agents, Inc. for informational purposes only and should not be considered a legal opinion. It is the responsibility of the parties receiving this form to review the legal documents forwarded and to take appropriate action.

ORIGINAL

NATIONAL REGISTERED AGENTS, INC.

SERVICE OF PROCESS SUMMARY TRANSMITTAL FORM

To: GREG ASCHMAN, SR VP - FINANCE
PCC AIRFRAME PRODUCTS
301 HIGHLAND AVENUE
JENKINTOWN, PA 19046

SOP Transmittal # 528230553

213-337-4615 - Telephone

Entity Served: SPS TECHNOLOGIES, LLC (Domestic State: PENNSYLVANIA)

NATIONAL REGISTERED AGENTS, INC.

CopiesTo:

Transmitted by Beatrice Casarez-Barrientez

The information contained in this Summary Transmittal Form is provided by National Registered Agents, Inc. for informational purposes only and should not be considered a legal opinion. It is the responsibility of the parties receiving this form to review the legal documents forwarded and to take appropriate action.

ORIGINAL

11/23/15 10:50 AM

SUM-100

**SUMMONS ON FIRST AMENDED
(CITACION JUDICIAL) COMPLAINT****NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

SPS TECHNOLOGIES, LLC dba Air Industries Company; and DOES 1 through 20, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JONTIAN JACKSON, individually and on behalf of all others similarly situated

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

NOV 16 2015

Sherri R. Carter, Executive Officer/Clerk
By: Stephanie Amador, Deputy
Stephanie Amador**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **(AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.)**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Los Angeles, Central District Civil Wls 5
111 N. Hill Street 100 S. Commonwealth Ave
Los Angeles, CA 90012-90005CASE NUMBER
(Número del Caso):

BE595927 BCS96401

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Samuel A. Wong
Aegis Law Firm, P.C.
9811 Irvine Center Drive Suite 100, Irvine, CA 92618

DATE:

(Fecha) NOV 16 2015

Clerk, by

(Secretario)

STEPHANIE AMADOR

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): SPS TECHNOLOGIES, LLC dba AIR Industries Company

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

1 **AEGIS LAW FIRM, PC**
2 SAMUEL A. WONG, State Bar No. 217104
3 KASHIF HAQUE, State Bar No. 218672
4 JESSICA L. CAMPBELL, State Bar No. 280626
5 9811 Irvine Center Drive, Suite 100
6 Irvine, California 92618
7 Telephone: (949) 379-6250
8 Facsimile: (949) 379-6251

9 Attorneys for Plaintiff Jontian Jackson, individually
10 and on behalf of all others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 JONTIAN JACKSON, individually and on
14 behalf of all others similarly situated

15 Plaintiffs,

16 vs.

17 SPS TECHNOLOGIES, LLC dba Air
18 Industries Company; and DOES 1 through
19 20, inclusive,

20 Defendants.

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

NOV 16 2015

Sherril H. Carter, Executive Officer/Clerk
By: Stephanie Amador, Deputy
Stephanie Amador

Case No. ~~BC595927~~ **BL596401**

Assigned for All Purposes to:
Hon. Kenneth R. Freeman
Department 310

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks
5. Failure to Provide Accurate Itemized Wage Statements;
6. Failure to Maintain Records;
7. Failure to Pay All Wages Due Upon Separation of Employment;
8. Violation of Business and Professions Code §§ 17200, *et seq.*; and
9. Enforcement of Labor Code § 2698 *et seq.* ("PAGA")

1 Plaintiff Jontian Jackson, individually and on behalf of others similarly situated, alleges
2 as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Jontian Jackson ("Plaintiff") brings this putative class action, pursuant
5 to California Code of Civil Procedure section 382, and representative action, pursuant to
6 Private Attorneys General Act of 2004, Cal. Lab. Code section 2698 *et seq.*, against defendants
7 SPS Technologies, LLC, and DOES 1 through 20, inclusive (collectively, "Defendants" or
8 "SPS"), on behalf of himself individually, other aggrieved employees, and a putative class of
9 non-exempt employees employed by Defendants throughout California.

10 2. SPS manufactures and distributes aerospace fasteners.

11 3. Through this action, Plaintiff is alleging that Defendants have engaged in a
12 systematic pattern of wage and hour violations under the California Labor Code and Industrial
13 Welfare Commission ("IWC") Wage Orders, all of which contribute to Defendants' deliberate
14 unfair competition.

15 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have
16 increased their profits by violating state wage and hour laws by, among other things:

- 17 (a) Failing to pay all wages (including minimum wage and overtime wages);
- 18 (b) Failing to include shift differentials, bonuses, and other remuneration in regular
19 rates of pay;
- 20 (c) Failing to provide meal periods or compensation in lieu thereof;
- 21 (d) Failing to authorize or permit rest breaks or provide compensation in lieu
22 thereof;
- 23 (e) Failing to provide accurate itemized wage statements;
- 24 (f) Failing to keep true and accurate time records; and
- 25 (g) Failing to pay all wages due upon separation of employment.

26 5. Plaintiff brings this lawsuit seeking monetary relief against Defendants on
27 behalf of himself and all others similarly situated in California to recover, among other things,
28 unpaid wages and benefits, interest, attorneys' fees, costs and expenses and penalties pursuant

1 to Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,
2 1197, 1198, and 2698, *et seq.*

3 JURISDICTION AND VENUE

4 6. This is a class action, pursuant to California Code of Civil Procedure § 382. The
5 monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits
6 of the Superior Court and will be established according to proof at trial.

7 7. This Court has jurisdiction over this action pursuant to the California
8 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all
9 causes except those given by statutes to other courts. The statutes under which this action is
10 brought do not specify any other basis for jurisdiction.

11 8. This Court has jurisdiction over all Defendants because, upon information and
12 belief, they are citizens of California, have sufficient minimum contacts in California or
13 otherwise intentionally avail themselves of the California market so as to render the exercise of
14 jurisdiction over them by the California courts consistent with traditional notions of fair play
15 and substantial justice.

16 9. Venue is proper in this Court because, upon information and belief, Defendants
17 reside, transact business or have offices in this county and the acts and omissions alleged herein
18 took place in this county.

19 THE PARTIES

20 10. Plaintiff is a resident of Los Angeles County who worked for Defendants during
21 the relevant time period.

22 11. Plaintiff is informed and believes, and thereon alleges, that Defendants at all
23 times hereinafter mentioned, were and are employers as defined in and subject to the Labor
24 Code and IWC Wage Orders, whose employees were and are engaged throughout this county
25 and the State of California.

26 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein
27 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
28

1 Complaint and serve such fictitiously named defendants once their names and capacities
2 become known.

3 13. Plaintiff is informed and believes, and based thereon alleges, that each defendant
4 acted in all respects pertinent to this action as the agent of the other defendant, carried out a
5 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
6 defendant are legally attributable to the other defendant. Furthermore, defendants in all
7 respects acted as the employer and/or joint employer of Plaintiff and the class members.

8 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the
9 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
10 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
11 the other's behalf. The acts of any and all Defendants were in accordance with, and represent,
12 the official policy of Defendants.

13 15. At all relevant times, Defendants, and each of them, acted within the scope of
14 such agency or employment, or ratified each and every act or omission complained of herein.
15 At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
16 each and all the other Defendants in proximately causing the damages herein alleged.

17 16. Plaintiff is informed and believes, and thereon alleges, that each of said
18 Defendants is in some manner intentionally, negligently or otherwise responsible for the acts,
19 omissions, occurrences and transactions alleged herein.

20 **CLASS ACTION ALLEGATIONS**

21 17. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of
22 himself and all others similarly situated who were affected by Defendants' Labor Code,
23 Business and Professions Code §§ 17200 and IWC Wage Order violations.

24 18. All claims alleged herein arise under California law for which Plaintiff seeks
25 relief authorized by California law.

26 19. Plaintiff's proposed Class consists of and is defined as follows:
27
28

1 Class

2 All current and former non-exempt employees employed by Defendants
3 in the State of California within four years prior to the filing of this
 action to the present.

4 20. Plaintiff also seeks to certify the following Subclass of employees:

5 Waiting Time Subclass

6 All Class members who separated their employment with Defendants at
 any time within three years prior to the filing of this action to the present.

7 21. Plaintiff reserves the right to establish other or additional Subclasses, or modify
8 any Class or Subclass definition, as appropriate.

9 22. Members of the Class and Subclass described above will be collectively referred
10 to as "class members." Plaintiff reserves the right to re-define the above Class and Subclass
11 and add additional Subclasses as appropriate based on investigation, discovery and specific
12 theories of liability.

13 23. There are common questions of law and fact as to the Class and Subclass that
14 predominate over any questions affecting only individual members including, but not limited to:

15 (a) Whether Defendants rounded time punches in its favor, resulting in a
16 failure to pay at least minimum wage for all hours worked by Plaintiff and class members;

17 (b) Whether Defendants required Plaintiff and class members to work over 8
18 hours per day, over twelve (12) hours per day and/or over forty (40) hours per week and failed
19 to pay them overtime compensation at the proper rate;

20 (c) Whether Defendants improperly calculated Plaintiff and class members'
21 overtime rate of pay by not including shift differentials, bonuses, and other remuneration in
22 their regular rate of pay;

23 (d) Whether Defendants deprived Plaintiff and class members of timely
24 meal periods or required Plaintiff and class members to work through meal periods without
25 compensation;

26 (e) Whether Defendants deprived Plaintiff and class members of rest breaks
27 or required Plaintiff and class members to work through rest breaks without compensation;
28

1 (e) Whether Defendants failed to provide accurate itemized wage statements
2 to Plaintiff and class members;

3 (f) Whether Defendants failed to keep true and accurate time records for
4 Plaintiff and class members;

5 (g) Whether Defendants failed to timely pay all wages due to Plaintiff and
6 Subclass members upon termination or within seventy-two (72) hours of resignation;

7 (h) Whether Defendants' conduct was willful or reckless; and

8 (i) Whether Defendants engaged in unfair business practices in violation of
9 Business and Professions Code §§ 17200, *et seq.*

10 24. There is a well-defined community of interest in this litigation and the proposed
11 Class and Subclass are readily ascertainable:

12 (a) Numerosity: The members of the Class and Subclass are so numerous
13 that joinder of all members is impractical. Although the members of the entire Class and
14 Subclass are unknown to Plaintiff at this time, on information and belief, the class is estimated
15 to be greater than one hundred (100) individuals. The identities of the Class and Subclass are
16 readily ascertainable by inspection of Defendants' employment and payroll records.

17 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the
18 claims (or defenses, if any) of the class because Defendants' failure to comply with the
19 provisions of California's wage and hour laws entitled each class member to similar pay,
20 benefits and other relief. The injuries sustained by Plaintiff are also typical of the injuries
21 sustained by the Class and Subclass, because they arise out of and are caused by Defendants'
22 common course of conduct as alleged herein.

23 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
24 interests of all members of the Class and Subclass because it is in his best interests to prosecute
25 the claims alleged herein to obtain full compensation and penalties due his and the Class and
26 Subclass. Plaintiff's attorneys, as proposed class counsel, are competent and experienced in
27 litigating large employment class actions and versed in the rules governing class action
28 discovery, certification and settlement. Plaintiff has incurred and, throughout the duration of

1 this action, will continue to incur attorneys' fees and costs that have been and will be
2 necessarily expended for the prosecution of this action for the substantial benefit of each class
3 member.

4 (d) Superiority: The nature of this action makes use of class action
5 adjudication superior to other methods. A class action will achieve economies of time, effort
6 and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because
7 the same issues can be adjudicated in the same manner and at the same time for the entire Class
8 and Subclass. If appropriate this Court can, and is empowered to, fashion methods to
9 efficiently manage this case as a class action.

10 (e) Public Policy Considerations: Employers in the State of California
11 violate employment and labor laws every day. Current employees are often afraid to assert
12 their rights out of fear of direct or indirect retaliation. Former employees are fearful of
13 bringing actions because they believe their former employers might damage their future
14 endeavors through negative references and/or other means. Class actions provide the class
15 members who are not named in the complaint with a type of anonymity that allows for the
16 vindication of their rights at the same time as affording them privacy protections.

17 GENERAL ALLEGATIONS

18 25. At all relevant times mentioned herein, Defendants employed Plaintiff and other
19 persons as non-exempt employees.

20 26. Plaintiff was employed in a non-exempt position at Defendants' California
21 business location(s).

22 27. Defendants continue to employ non-exempt employees within California.

23 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
24 mentioned, Defendants were advised by skilled lawyers, employees and other professionals
25 who were knowledgeable about California's wage and hour laws, employment and personnel
26 practices and the requirements of California law.

27 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to receive at least minimum

1 wages and that they were not receiving at least minimum wages for work that was required to
2 be performed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and class
3 members were not paid at least minimum wages for all hours worked when Defendants
4 rounded Plaintiff's and class members' time punches to Defendants' advantage, among other
5 things.

6 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and class members were entitled to receive certain wages for
8 overtime compensation. In violation of the Labor Code and applicable IWC Wage Order,
9 Plaintiff and class members were not properly paid for all of their overtime work because
10 Defendants failed to include shift differentials, bonuses, and other remuneration in the
11 computation of Plaintiff and class members' regular rate of pay, which caused Plaintiff and
12 class members not to be paid proper overtime and double time wages.

13 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and class members were entitled to receive all required meal
15 periods or payment of one (1) additional hour of pay at Plaintiff and class members' regular
16 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the
17 Labor Code and IWC Wage Orders, Plaintiff and class members did not receive all meal
18 periods or payment of one (1) additional hour of pay at Plaintiff and class members' regular
19 rate of pay when they did not receive a timely, uninterrupted meal period.

20 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and class members were entitled to receive all rest breaks or
22 payment of one (1) additional hour of pay at Plaintiff and class members' regular rate of pay
23 when a rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff
24 and class members did not receive all rest breaks or payment of one (1) additional hour of pay
25 at Plaintiff and class members' regular rate of pay when a rest break was missed.

26 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to receive itemized wage
28 statements that accurately showed their gross and net wages earned, total hours worked and all

1 applicable hourly rates in effect and the number of hours worked at each hourly rate in
 2 accordance with California law. In violation of the Labor Code, Plaintiff and class members
 3 were not provided with accurate itemized wage statements.

4 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
 5 should have known that Plaintiff and former class members were entitled to timely payment of
 6 wages due upon separation of employment. In violation of the Labor Code, Plaintiff and
 7 Waiting Time Subclass members did not receive payment of all wages within permissible time
 8 periods.

9 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
 10 should have known they had a duty to compensate Plaintiff and class members, and Defendants
 11 had the financial ability to pay such compensation but willfully, knowingly and intentionally
 12 failed to do so all in order to increase Defendants' profits.

13 FIRST CAUSE OF ACTION

14 FAILURE TO PAY MINIMUM WAGES

15 (Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order § 3)

16 36. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
 17 though fully set forth herein.

18 37. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
 19 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
 20 wage than the minimum so fixed is unlawful.

21 38. During the relevant time period, Defendants paid Plaintiff and class members
 22 less than minimum wages when they rounded Plaintiff's and class members' time punches to
 23 their advantage, among other things. To the extent these hours do not qualify for the payment
 24 of overtime, Plaintiff and class members were not being paid at least minimum wages for their
 25 work.

26 39. During the relevant time period, Defendants regularly failed to pay at least
 27 minimum wages to Plaintiff and class members for all hours worked pursuant to Labor Code
 28 §§ 1194 and 1197.

1 which caused Plaintiff and class members not to be paid proper overtime and double time
2 wages.

3 47. During the relevant time period, Defendants failed to pay Plaintiff and class
4 members all overtime and double time wages owed when they rounded Plaintiff's and class
5 members' time punches to their advantage, among other things. To the extent these hours
6 qualify for the payment of overtime, Plaintiff and class members were not being paid overtime
7 wages for their work

8 48. In violation of state law, Defendants have knowingly and willfully refused to
9 perform their obligations and compensate Plaintiff and class members for all wages earned and
10 all hours worked, including work performed off the clock as alleged above.

11 49. Defendants' failure to pay Plaintiff and class members the unpaid balance of
12 overtime and double time compensation, as required by California law, violates the provisions
13 of Labor Code §§ 510 and 1198, and is therefore unlawful.

14 50. Pursuant to Labor Code § 1194, Plaintiff and class members are entitled to
15 recover their unpaid overtime and double time compensation as well as interest, costs and
16 attorneys' fees.

17 **THIRD CAUSE OF ACTION**

18 **FAILURE TO PROVIDE MEAL PERIODS**

19 (Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

20 51. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
21 though fully set forth herein

22 52. Labor Code § 226.7 provides that no employer shall require an employee to work
23 during any meal period mandated by the IWC Wage Orders.

24 53. Section 11 of the applicable IWC Wage Order states, "no employer shall employ
25 any person for a work period of more than five (5) hours without a meal period of not less than
26 30 minutes, except that when a work period of not more than six (6) hours will complete the
27 day's work the meal period may be waived by mutual consent of the employer and the
28 employee."

1 54. Labor Code § 512(a) provides that an employer may not require, cause or permit
 2 an employee to work for a period of more than five (5) hours per day without providing the
 3 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
 4 the total work period per day of the employee is not more than six (6) hours, the meal period
 5 may be waived by mutual consent of both the employer and the employee.

6 55. Labor Code § 512(a) also provides that an employer may not employ an
 7 employee for a work period of more than ten (10) hours per day without providing the employee
 8 with a second meal period of not less than thirty (30) minutes, except that if the total hours
 9 worked is no more than twelve (12) hours, the second meal period may be waived by mutual
 10 consent of the employer and the employee only if the first meal period was not waived.

11 56. During the relevant time period, Plaintiff and class members did not receive
 12 compliant meal periods for working more than five (5) and/or ten (10) hours per day because
 13 their meal periods were short, missed, or late and/or they were not permitted to take a second
 14 meal period.

15 57. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
 16 an employer to pay an employee one additional hour of pay at the employee's regular rate of
 17 compensation for each work day that a meal period is not provided.

18 58. At all relevant times, Defendants failed to pay Plaintiff and class members meal
 19 period premium for missed, late, and untimely meal periods pursuant to Labor Code § 226.7(b)
 20 and section 11 of the applicable IWC Wage Order.

21 59. As a result of Defendants' failure to pay Plaintiff and class members an
 22 additional hour of pay for each day a meal period was not provided, Plaintiff and class members
 23 suffered and continue to suffer a loss of wages and compensation.

24 **FOURTH CAUSE OF ACTION**

25 **FAILURE TO PERMIT REST BREAKS**

26 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

27 60. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
 28 though fully set forth herein.

61. Labor Code § 226.7(a) provides that no employer shall require an employee to work during any rest period mandated by the IWC Wage Orders.

62. Section 12 of the applicable IWC Wage Order states "every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and the "authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

63. During the relevant time period, Plaintiff and class members did not receive a ten (10) minute rest period for every four (4) hours or major fraction thereof worked because they were required to work through their daily rest periods and/or were not authorized to take their rest periods.

64. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee one additional hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

65. At all relevant times, Defendants failed to pay Plaintiff and class members rest period premium for missed or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

66. As a result of Defendants' failure to pay Plaintiff and class members an additional hour of pay for each day a rest period was not provided, Plaintiff and class members suffered and continue to suffer a loss of wages and compensation.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226)

67. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

68. Labor Code § 226(a) requires Defendants to provide each employee with an accurate wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units

1 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
2 deductions, provided that all deductions made on written orders of the employee may be
3 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
4 for which the employee is paid, (7) the name of the employee and the last four digits of his or
5 her social security number or an employee identification number other than a social security
6 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
7 hourly rates in effect during the pay period and the corresponding number of hours worked at
8 each hourly rate by the employee.

9 69. During the relevant time period, Defendants have knowingly and intentionally
10 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff
11 and class members. The deficiencies include, among other things, the failure to correctly state
12 the gross and net wages earned, total hours worked and all applicable hourly rates in effect and
13 the number of hours worked at each hourly rate by Plaintiff and class members.

14 70. As a result of Defendants' knowing and intentional failure to comply with Labor
15 Code § 226(a), Plaintiff and class members have suffered injury and damage to their
16 statutorily-protected rights. Specifically, Plaintiff and class members are deemed to suffer an
17 injury pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor
18 Code § 226(a). Plaintiff and class members were denied both their legal right to receive, and
19 their protected interest in receiving, accurate itemized wage statements under Labor Code
20 § 226(a). In addition, because Defendants failed to provide the accurate rates of pay on wage
21 statements, Defendants have prevented Plaintiff and class members from determining if all
22 hours worked were paid at the appropriate rate and the extent of the underpayment. Plaintiff has
23 had to file this lawsuit in order to analyze the extent of the underpayment, thereby causing
24 Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in these efforts
25 and incur these costs had Defendants provided the accurate hours worked, wages earned, and
26 rates of pay. This has also delayed Plaintiff's ability to demand and recover the underpayment
27 of wages from Defendants.
28

1 until paid or until an action is commenced; but the wages shall not continue for more than thirty
2 (30) days.

3 85. Waiting Time Subclass members are entitled to recover from Defendants the
4 statutory penalty which is defined as Waiting Time Subclass members regular daily wages for
5 each day they were not paid, at their regular hourly rate of pay, up to a thirty (30) day
6 maximum pursuant to Labor Code § 203.

7 EIGHTH CAUSE OF ACTION

8 VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, *ET SEQ.*

9
10 86. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
11 though fully set forth herein.

12 87. Defendants' conduct, as alleged herein, has been and continues to be unfair,
13 unlawful and harmful to Plaintiff and class members. Plaintiff seeks to enforce important rights
14 affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

15 88. Defendants' activities, as alleged herein, violate California law and constitute
16 unlawful business acts or practices in violation of California Business and Professions Code
17 §§ 17200, *et seq.*

18 89. A violation of Business and Professions Code §§ 17200, *et seq.* may be
19 predicated on the violation of any state or federal law.

20 90. Defendants' policies and practices have violated state law in at least the
21 following respects:

22 (a) Failing to pay at least minimum wage to Plaintiff and class members in
23 violation of Labor Code §§ 1194 and 1197;

24 (b) Failing to compensate Plaintiff and class members with all required
25 overtime and double time pay as herein alleged in violation of Labor Code §§ 510, 1194 and
26 1198;

1 (c) Failing to provide meal periods without paying Plaintiff and class
2 members premium wages for every day said meal periods were not provided in violation of
3 Labor Code §§ 226.7 and 512;

4 (d) Failing to authorize or permit rest breaks without paying Plaintiff and
5 class members premium wages for every day said rest breaks were not authorized or permitted
6 in violation of Labor Code § 226.7;

7 (e) Failing to provide Plaintiff and class members with accurate itemized
8 wage statements in violation of Labor Code § 226;

9 (f) Failing to maintain the employment records of Plaintiff and class
10 members in violation of Labor Code §§ 1174 and 1174.5; and

11 (e) Failing to timely pay all earned wages to Plaintiff and Waiting Time
12 Subclass members upon separation of employment in violation of Labor Code §§ 201, 202 and
13 203.

14 91. Defendants intentionally avoided paying Plaintiff and class members' wages and
15 monies, thereby creating for Defendants an artificially lower cost of doing business in order to
16 undercut their competitors and establish and gain a greater foothold in the marketplace.

17 92. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiff and class
18 members are entitled to restitution of the wages unlawfully withheld and retained by
19 Defendants during a period that commences four years prior to the filing of the Complaint; an
20 award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other applicable
21 laws; and an award of costs.

22 NINTH CAUSE OF ACTION

23 ENFORCEMENT OF LABOR CODE § 2698 ET SEQ. ("PAGA")

24
25 93. Plaintiff hereby re-alleges and incorporates by reference the previous
26 paragraphs, as though fully set forth herein.

27 94. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that
28 provides for a civil penalty to be assessed and collected by the Labor and Workforce

1 Development Agency ("LWDA") or any of its departments, divisions, commissions, boards,
 2 agencies or employees for violation of the code may, as an alternative, be recovered through a
 3 civil action brought by an aggrieved employee on behalf of himself or herself and other current
 4 or former employees pursuant to the procedures specified in Labor Code § 2699.3.

5 95. For all provisions of the Labor Code except those for which a civil penalty is
 6 specifically provided, Labor Code § 2699(f) imposes upon Defendant a penalty of one hundred
 7 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
 8 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
 9 period in which Defendant violated these provisions of the Labor Code.

10 96. Defendants' conduct violates numerous Labor Code sections including, but not
 11 limited to, the following:

12 (a) Violation of Labor Code §§ 201-203, 204, 510, 1194, 1197 and 1198 for failure
 13 to timely pay all earned wages (including minimum wages and overtime wages)
 14 owed to Plaintiff and other aggrieved employees during employment and upon
 15 separation of employment as herein alleged;

16 (b) Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
 17 Plaintiff and other aggrieved employees and failure to pay premium wages for
 18 missed meal periods as herein alleged;

19 (c) Violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and
 20 other aggrieved employees and failure to pay premium wages for missed rest
 21 periods as herein alleged;

22 (d) Violation of Labor Code § 226 for failure to provide accurate itemized wage
 23 statements to Plaintiff and other aggrieved employees as herein alleged; and

24 (e) Violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and
 25 complete records showing, among other things, the hours worked daily by and the
 26 wages paid to aggrieved employees.

27 97. Further, Labor Code § 558(a) provides "any employer or other person acting on
 28 behalf of an employer who violates, or causes to be violated, a section of this chapter or any

1 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
2 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for
3 each pay period for which the employee was underpaid in addition to an amount sufficient to
4 recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
5 each underpaid employee for each pay period for which the employee was underpaid in
6 addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to
7 this section shall be paid to the affected employee." Labor Code § 558(c) provides "the civil
8 penalties provided for in this section are in addition to any other civil or criminal penalty
9 provided by law."

10 98. As set forth above, Defendants have violated numerous provisions of the Labor
11 Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly,
12 Plaintiff seeks the remedies set forth in Labor Code § 558 for himself, the underpaid
13 employees, and the State of California.

14 99. Plaintiff is an "aggrieved employee" because he was employed by the alleged
15 violator and had one or more of the alleged violations committed against him, and therefore is
16 properly suited to represent the interests of all other aggrieved employees.

17 100. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
18 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and
19 all other aggrieved employees under PAGA.

20 101. PAGA imposes a penalty of one hundred dollars (\$100.00) for each aggrieved
21 employee per pay period for the initial violation and two hundred dollars (\$200.00) for each
22 aggrieved employee per pay period for each subsequent violation.

23 102. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
24 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
25 cited above.

26 103. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred
27 herein.

28

PRAYER FOR RELIEF

Plaintiff, on his own behalf and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification of this action as a class action, including certifying the Class and Subclass alleged by Plaintiff;

2. For appointment of Jontian Jackson as the class representative;

3. For appointment of Aegis Law Firm, PC as class counsel for all purposes;

4. For compensatory damages in an amount according to proof with interest thereon;

5. For economic and/or special damages in an amount according to proof with interest thereon;

6. For liquidated damages pursuant to Labor Code § 1194.2;

7. For reasonable attorneys' fees, costs of suit and interest to the extent permitted by law, including pursuant to PAGA, Code of Civil Procedure § 1021.5, and Labor Code §§ 226(e) and 1194;

8. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;

9. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

10. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;

11. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits and penalties, including interest thereon;

12. For penalties pursuant to PAGA;

13. For pre-judgment interest; and

///

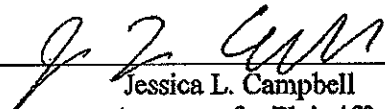
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1 14. For such other relief as the Court deems just and proper.
2

3 Dated: November 13, 2015

AEGIS LAW FIRM, PC

4
5 By: _____


6 Jessica L. Campbell
7 Attorneys for Plaintiff
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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Samuel A. Wong (SBN:217104); Jessica L. Campbell (SBN:280626) Aegis Law Firm, P.C. 9811 Irvine Center Drive Suite 100, Irvine, CA 92618 TELEPHONE NO.: (949)379-6250 FAX NO.: (949)379-6251 ATTORNEY FOR (Name): Plaintiff Iontian Jackson		FOR COURT USE ONLY CONFIRMED COPY OF ORIGINAL FILED Los Angeles Superior Court SEP 30 2015 Sherri R. Carter, Executive Officer/Clerk By: Moses Soto, Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Central District		CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold; text-align: center;">BC 5 96 4 0 1</div>	
CASE NAME: Jackson v. SPS Technologies, LLC. dba Air Industries Company			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PPD/WO (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PPD/WO (23) Non-PI/PPD/WO (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PPD/WO tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 8
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: September 29, 2015

Jessica L. Campbell

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

<p>Auto Tort</p> <p>Auto (22)—Personal Injury/Property Damage/Wrongful Death</p> <p>Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i></p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p>Asbestos (04)</p> <p>Asbestos Property Damage</p> <p>Asbestos Personal Injury/Wrongful Death</p> <p>Product Liability <i>(not asbestos or toxic/environmental)</i> (24)</p> <p>Medical Malpractice (45)</p> <p>Medical Malpractice—Physicians & Surgeons</p> <p>Other Professional Health Care Malpractice</p> <p>Other PI/PD/WD (23)</p> <p>Premises Liability (e.g., slip and fall)</p> <p>Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)</p> <p>Intentional Infliction of Emotional Distress</p> <p>Negligent Infliction of Emotional Distress</p> <p>Other PI/PD/WD</p> <p>Non-PI/PD/WD (Other) Tort</p> <p>Business Tort/Unfair Business Practices (07)</p> <p>Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08)</p> <p>Defamation (e.g., slander, libel) (13)</p> <p>Fraud (16)</p> <p>Intellectual Property (19)</p> <p>Professional Negligence (25)</p> <p>Legal Malpractice</p> <p>Other Professional Malpractice <i>(not medical or legal)</i></p> <p>Other Non-PI/PD/WD Tort (35)</p> <p>Employment</p> <p>Wrongful Termination (36)</p> <p>Other Employment (15)</p>	<p>Contract</p> <p>Breach of Contract/Warranty (06)</p> <p>Breach of Rental/Lease</p> <p>Contract <i>(not unlawful detainer or wrongful eviction)</i></p> <p>Contract/Warranty Breach—Seller Plaintiff <i>(not fraud or negligence)</i></p> <p>Negligent Breach of Contract/Warranty</p> <p>Other Breach of Contract/Warranty</p> <p>Collections (e.g., money owed, open book accounts) (09)</p> <p>Collection Case—Seller Plaintiff</p> <p>Other Promissory Note/Collections Case</p> <p>Insurance Coverage <i>(not provisionally complex)</i> (18)</p> <p>Auto Subrogation</p> <p>Other Coverage</p> <p>Other Contract (37)</p> <p>Contractual Fraud</p> <p>Other Contract Dispute</p> <p>Real Property</p> <p>Eminent Domain/Inverse Condemnation (14)</p> <p>Wrongful Eviction (33)</p> <p>Other Real Property (e.g., quiet title) (26)</p> <p>Writ of Possession of Real Property</p> <p>Mortgage Foreclosure</p> <p>Quiet Title</p> <p>Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i></p> <p>Unlawful Detainer</p> <p>Commercial (31)</p> <p>Residential (32)</p> <p>Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i></p> <p>Judicial Review</p> <p>Asset Forfeiture (05)</p> <p>Petition Re: Arbitration Award (11)</p> <p>Writ of Mandate (02)</p> <p>Writ—Administrative Mandamus</p> <p>Writ—Mandamus on Limited Court Case Matter</p> <p>Writ—Other Limited Court Case</p> <p>Review</p> <p>Other Judicial Review (39)</p> <p>Review of Health Officer Order</p> <p>Notice of Appeal—Labor Commissioner Appeals</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</p> <p>Antitrust/Trade Regulation (03)</p> <p>Construction Defect (10)</p> <p>Claims Involving Mass Tort (40)</p> <p>Securities Litigation (28)</p> <p>Environmental/Toxic Tort (30)</p> <p>Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41)</p> <p>Enforcement of Judgment</p> <p>Enforcement of Judgment (20)</p> <p>Abstract of Judgment (Out of County)</p> <p>Confession of Judgment <i>(non-domestic relations)</i></p> <p>Sister State Judgment</p> <p>Administrative Agency Award <i>(not unpaid taxes)</i></p> <p>Petition/Certification of Entry of Judgment on Unpaid Taxes</p> <p>Other Enforcement of Judgment Case</p> <p>Miscellaneous Civil Complaint</p> <p>RICO (27)</p> <p>Other Complaint <i>(not specified above)</i> (42)</p> <p>Declaratory Relief Only</p> <p>Injunctive Relief Only <i>(non-harassment)</i></p> <p>Mechanics Lien</p> <p>Other Commercial Complaint Case <i>(non-tort/non-complex)</i></p> <p>Other Civil Complaint <i>(non-tort/non-complex)</i></p> <p>Miscellaneous Civil Petition</p> <p>Partnership and Corporate Governance (21)</p> <p>Other Petition <i>(not specified above)</i> (43)</p> <p>Civil Harassment</p> <p>Workplace Violence</p> <p>Elder/Dependent Adult Abuse</p> <p>Election Contest</p> <p>Petition for Name Change</p> <p>Petition for Relief From Late Claim</p> <p>Other Civil Petition</p>
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SHORT TITLE: Jackson v. SPS Technologies, LLC dba Air Industries Company	CASE NUMBER BC 5 9 6 4 0 1
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? ☒ YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 7-10 HOURS/DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |
| | 11. Mandatory Filing Location (Hub Case) |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 4.	

SHORT TITLE: Jackson v. SPS Technologies, LLC dba Air Industries Company	CASE NUMBER:
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	2., 5., 8, 11 2., 5, 11 5, 8, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 8.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Jackson v. SPS Technologies, LLC dba Air Industries Company	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 6. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6180 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: Jackson v. SPS Technologies, LLC dba Air Industries Company	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS:
CITY:	STATE:	ZIP CODE:	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd.(a)].

Dated: September 29, 2015


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

OCT 16 2015

Sherri R. Carter, Executive Officer/Clerk
By Ana Cisneros, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CENTRAL DISTRICT

JONTIAN JACKSON, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

SPS TECHNOLOGIES, LLC dba Air
Industries Company; and DOES 1 through 20,
inclusive

Defendants.

Case No. BC595927

INITIAL STATUS CONFERENCE ORDER
(COMPLEX LITIGATION PROGRAM)

Case Assigned for All Purposes to
Judge Kenneth R. Freeman

Department: 310

Date: January 29, 2016

Time: 10:00 a.m.

This case has been assigned for all purposes to Judge Kenneth R. Freeman in the Complex Litigation Program. An Initial Status Conference is set for January 29, 2016 at 10:00 a.m. in Department 310 located in the Central Civil West Courthouse at 600 South Commonwealth Avenue, Los Angeles, California 90005. Counsel for all parties are ordered to attend.

The Court orders counsel to prepare for the Initial Status Conference by identifying and discussing the central legal and factual issues in the case. Counsel for plaintiff is ordered to initiate contact with counsel for defense to begin this process. Counsel then must negotiate and agree, as possible, on a case management plan. To this end, counsel must file a Joint Initial Status

1 Conference Class Action Response Statement five court days before the Initial Status Conference.
2 The Joint Response Statement must be filed on line-numbered pleading paper and must
3 specifically answer each of the below-numbered questions. Do not the use the Judicial Council
4 Form CM-110 (Case Management Statement) for this purpose.

5 **1. PARTIES AND COUNSEL:** Please list all presently-named class representatives and
6 presently-named defendants, together with all counsel of record, including counsel's contact and
7 email information.

8
9 **2. POTENTIAL ADDITIONAL PARTIES:** Does any plaintiff presently intend to add
10 more class representatives? If so, and if known, by what date and by what name? Does any
11 plaintiff presently intend to name more defendants? If so, and if known, by what date and by
12 what name? Does any appearing defendant presently intend to file a cross-complaint? If so, who
13 will be named.

14 **3. IMPROPERLY NAMED DEFENDANT(S):** If the complaint names the wrong
15 person or entity, please explain.

16
17 **4. ADEQUACY OF PROPOSED CLASS REPRESENTATIVE(S):** If any party
18 believes one or more named plaintiffs might not be an adequate class representative, please
19 explain. No prejudice will attach to these responses.

20 **5. ESTIMATED CLASS SIZE:** Please discuss and indicate the estimated class size.

21 **6. OTHER ACTIONS WITH OVERLAPPING CLASS DEFINITIONS:** Please list
22 other cases with overlapping class definitions. Please identify the court, the short caption title, the
23 docket number, and the case status.

24
25 **7. POTENTIALLY RELEVANT ARBITRATION AND/OR CLASS ACTION**
26 **WAIVER CLAUSES:** Please include a sample of any clause of this sort. Opposing parties must
27 summarize their views on this issue.

1 **8. POTENTIAL EARLY CRUCIAL MOTIONS:** Opposing counsel are to identify and
 2 describe the significant core issues in the case. Counsel then are to identify efficient ways to
 3 resolve those issues. The vehicles include:

- 4 ■ Early motions in limine,
- 5 ■ Early motions about particular jury instructions,
- 6 ■ Demurrers,
- 7 ■ Motions to strike,
- 8 ■ Motions for judgment on the pleadings, and
- 9 ■ Motions for summary judgment and summary adjudication.

10 **9. CLASS CONTACT INFORMATION:** Does plaintiff need class contact information
 11 from the defendant's records? If so, do the parties consent to an "opt-out" notice process (as
 12 approved in *Belaire-West Landscape, Inc. v. Superior Court* (2007) 149 Cal.App.4th 554, 561) to
 13 precede defense delivery of this information to plaintiff's counsel? If the parties agree on the
 14 notice process, who should pay for it? Should there be a third-party administrator?
 15

16 **10. PROTECTIVE ORDERS:** Parties considering an order to protect confidential
 17 information from general disclosure should begin with the model protective orders found on the
 18 Los Angeles Superior Court Website under "Civil Tools for Litigators."
 19

20 **11. DISCOVERY:** Please discuss discovery. Do the parties agree on a plan? If not, can
 21 the parties negotiate a compromise? At minimum, please summarize each side's views on
 22 discovery. The Court generally allows discovery on matters relevant to class certification, which
 23 (depending on circumstances) may include factual issues also touching the merits. The Court
 24 generally does not permit extensive or expensive discovery relevant only to the merits (for
 25 example, detailed damages discovery) unless a persuasive showing establishes early need. If any
 26 party seeks discovery from absent class members, please estimate how many, and also state the
 27
 28

1 kind of discovery you propose¹.

2 **12. INSURANCE COVERAGE:** Please state if there is insurance for indemnity or
3 reimbursement.

4 **13. ALTERNATIVE DISPUTE RESOLUTION:** Please discuss ADR and state each
5 party's position about it. If pertinent, how can the Court help identify the correct neutral and
6 prepare the case for a successful settlement negotiation?

7 **14. TIMELINE FOR CASE MANAGEMENT:** Please recommend dates and times for
8 the following:
9

- 10 ■ The next status conference,
- 11 ■ A schedule for alternative dispute resolution, if it is relevant,
- 12 ■ A filing deadline for the motion for class certification, and
- 13 ■ Filing deadlines and descriptions for other anticipated non-discovery motions.

14 **15. ELECTRONIC SERVICE OF PAPERS:** For efficiency the complex program
15 requires the parties in every new case to use a third-party cloud service. While the parties are free
16 to choose one of the services shown below, this Court (Department 310) prefers that the parties
17 select:
18

- 19 ■ Case Anywhere (<http://www.caseanywhere.com>).

20 The parties are not required to select Case Anywhere, but may chose instead either

- 21 ■ File & Serve Xpress (<https://secure.fileandservexpress.com>) or
- 22 ■ CaseHomePage (<http://www.casehomepage.com>).

23 Please agree on one and submit the parties' choice when filing the Joint Initial Status
24 Conference Class Action Response Statement. If there is agreement, please identify the vendor. If
25

26
27 ¹ See California Rule of Court, Rule 3.768.

1 parties cannot agree, the Court will select the vendor at the Initial Status Conference. Electronic
 2 service is not the same as electronic filing. Only traditional methods of filing by physical delivery
 3 of original papers or by fax filing are presently acceptable.

4 **Reminder When Seeking To Dismiss Or To Obtain Settlement Approval:**

5 "A dismissal of an entire class action, or of any party or cause of action in a class action,
 6 requires Court approval . . . Requests for dismissal must be accompanied by a declaration setting
 7 forth the facts on which the party relies. The declaration must clearly state whether consideration,
 8 direct or indirect, is being given for the dismissal and must describe the consideration in detail."²
 9 If the parties have settled the class action, that too will require judicial approval based on a noticed
 10 motion (although it may be possible to shorten time by consent for good cause shown).
 11

12 Pending further order of this Court, and except as otherwise provided in this Initial Status
 13 Conference Order, these proceedings are stayed in their entirety. This stay shall preclude the
 14 filing of any answer, demurrer, motion to strike, or motions challenging the jurisdiction of the
 15 Court. However, any defendant may file a Notice of Appearance for purposes of identification of
 16 counsel and preparation of a service list. The filing of such a Notice of Appearance shall be
 17 without prejudice to any challenge to the jurisdiction of the Court, substantive or procedural
 18 challenges to the Complaint, without prejudice to any affirmative defense, and without prejudice
 19 to the filing of any cross-complaint in this action. This stay is issued to assist the Court and the
 20 parties in managing this "complex" case through the development of an orderly schedule for
 21 briefing and hearings on procedural and substantive challenges to the complaint and other issues
 22 that may assist in the orderly management of these cases. This stay shall not preclude the parties
 23 from informally exchanging documents that may assist in their initial evaluation of the issues
 24
 25

26 _____
 27 ² California Rule of Court, Rule 3.770(a)
 28

1 presented in this case, however shall stay all outstanding discovery requests.

2 Plaintiff's counsel is directed to serve a copy of this Initial Status Conference Order on
3 counsel for all parties, or if counsel has not been identified, on all parties, within five (5) days of
4 service of this order. If any defendant has not been served in this action, service is to be completed
5 within twenty (20) days of the date of this order.

6 Dated: October 16, 2015

7
8 **KENNETH R. FREEMAN**

9
10 _____
11 Judge Kenneth R. Freeman
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 10/16/15

DEPT. 310

HONORABLE Kenneth R. Freeman

JUDGE: A. Cisneros

DEPUTY CLERK

HONORABLE
J.S.C. Notice
none

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

none

Reporter

3:00 pm

BC596401

Plaintiff n/a
Counsel

JONTIAN JACKSON

Defendant n/a
Counsel

VS

SPS TECHNOLOGIES LLC

NATURE OF PROCEEDINGS:

COURT ORDER REGARDING NEWLY FILED CLASS ACTION

By this order, the Court determines this case to be Complex according to Rule 3.400 of the California Rules of Court. The Clerk's Office has randomly assigned this case to this department for all purposes.

By this order, the Court stays the case, except for service of the Summons and Complaint. The stay continues at least until the Initial Status Conference. Initial Status Conference is set for January 29, 2016 at 10:00 a.m., in this department. At least 10 days prior to the Initial Status Conference, counsel for all parties must discuss the issues set forth in the Initial Status Conference Order issued this date. The Initial Status Conference Order is to help the Court and the parties manage this complex case by developing an orderly schedule for briefing, discovery, and court hearings. The parties are informally encouraged to exchange documents and information as may be useful for case evaluation.

Responsive pleadings shall not be filed until further Order of the Court. Parties must file a Notice of Appearance in lieu of an Answer or other responsive pleading. The filing of a Notice of Appearance shall not constitute a waiver of any substantive or procedural challenge to the Complaint. Nothing in this order stays the time for filing an Affidavit of

Page 1 of 3 DEPT. 310

MINUTES ENTERED 10/16/15 COUNTY CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 10/16/15

DEPT. 310

HONORABLE Kenneth R. Freeman

JUDGE A. Cisneros

DEPUTY CLERK

HONORABLE
S.C. Notice
none

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

none

Reporter

3:00 pm

BC596401

Plaintiff n/a

Counsel

JONTIAN JACKSON

Defendant n/a

Counsel

VS

SPS TECHNOLOGIES LLC

NATURE OF PROCEEDINGS:

Prejudice pursuant to Code of Civil Procedure Section 170.6.

Counsel are directed to access the following link for information on procedures in the Complex Litigation Program courtrooms:

<http://www.lacourt.org/division/civil/CI0037.aspx>

According to Government Code Section 70616 subdivisions (a) and (b), each party shall pay a fee of \$1,000.00 to the Los Angeles Superior Court within 10 calendar days from this date.

The plaintiff must serve a copy of this minute order and the attached Initial Status Conference Order on all parties forthwith and file a Proof of Service in this department within seven days of service.

Plaintiff's counsel to give notice.

CLERK'S CERTIFICATE OF MAILING

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the
INITIAL STATUS CONFERENCE ORDER
upon each party or counsel named below by placing the document for collection and mailing so as to

Page 2 of 3 DEPT. 310

MINUTES ENTERED 10/16/15 COUNTY CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE 10/16/15

DEPT. 310

HONORABLE Kenneth R. Freeman

JUDGE

A. Cisneros

DEPUTY CLERK

HONORABLE
.S.C. Notice
none

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

Deputy Sheriff

none

Reporter

3:00 pm

BC596401

Plaintiff n/a

Counsel

JONTIAN JACKSON

Defendant n/a

Counsel

VS

SPS TECHNOLOGIES LLC

NATURE OF PROCEEDINGS:

cause it to be deposited in the United States mail at the Central Civil West Courthouse, Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Dated: October 16, 2016

Sherri R. Carter, Executive Officer/Clerk

By:


A. Cisneros

AEGIS LAW FIRM, PC
SAMUEL A. WONG
KASHIF HAQUE
JESSICA L. CAMPBELL
9811 IRVINE CENTER DRIVE, SUITE 100
IRVINE, CA 92618
(Attorney for Plaintiff)

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT – CLASS ACTION CASES**
Case Number _____

BC 5 96 401

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT
Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3(c)).

ASSIGNED JUDGE	DEPT	ROOM
Judge Elihu M. Berle	323	1707
Judge William F. Highberger	322	1702
Judge John Shepard Wiley, Jr.	311	1408
<input checked="" type="checkbox"/> Judge Kenneth Freeman	310	1412
Judge Jane Johnson	308	1415
Judge Amy D. Hogue	307	1402
OTHER		

Instructions for handling Class Action Civil Cases

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ **SHERRI R. CARTER**, Executive Officer/Clerk
SHERRI R. CARTER

LACIV CCW 190 (Rev09/13)
LASC Approved 05-06
For Optical Use

By M. Soto, Deputy Clerk

EXHIBIT A - PAGE 43



Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – EARLY ORGANIZATIONAL MEETING			

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, to discuss and consider whether there can be agreement on the following:
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
- i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lasuperiorcourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.
3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

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Date:

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Date:

(TYPE OR PRINT NAME)

➤ _____
(ATTORNEY FOR PLAINTIFF)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION - DISCOVERY RESOLUTION			CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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Date:

(TYPE OR PRINT NAME)

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR _____)

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(ATTORNEY FOR _____)

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(ATTORNEY FOR _____)

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			CASE NUMBER:

- This document relates to:
☐ Request for Informal Discovery Conference
☐ Answer to Request for Informal Discovery Conference
- Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
- Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
- For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Received by Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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Date:

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Date:

(TYPE OR PRINT NAME)

➤ _____
(ATTORNEY FOR PLAINTIFF)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

A6024

90012

1 **AEGIS LAW FIRM, PC**
 2 SAMUEL A. WONG, State Bar No. 217104
 3 KASHIF HAQUE, State Bar No. 218672
 4 JESSICA L. CAMPBELL, State Bar No. 280626
 5 9811 Irvine Center Drive, Suite 100
 6 Irvine, California 92618
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 8 Facsimile: (949) 379-6251

FILED
 Superior Court of California
 County of Los Angeles

SEP 30 2015

Shari R. Carter, Executive Officer/Clerk
 By M. Soto, Deputy
 Monica Soto

6 Attorneys for Plaintiff Jontian Jackson, individually
 7 and on behalf of all others similarly situated

CA-CCW-D-310

KENNETH FREEMAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

11 JONTIAN JACKSON, individually and on
 12 behalf of all others similarly situated

Case No. BC596401

Plaintiffs,

CLASS ACTION COMPLAINT FOR:

vs.

15 SPS TECHNOLOGIES, LLC dba Air
 16 Industries Company; and DOES 1 through
 17 20, inclusive,

Defendants.

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks
5. Failure to Provide Accurate Itemized Wage Statements;
6. Failure to Maintain Records;
7. Failure to Pay All Wages Due Upon Separation of Employment; and
8. Violation of Business and Professions Code §§ 17200, et seq.

CIT/CASE: BC596401
 LEAD/DEF#: 310
 RECEIPT #: CCH524680081
 DATE PAID: 09/30/15 03:11 PM
 PAYMENT: \$1,435.00
 RECEIVED:
 CHECK: \$1,435.00
 CASH: \$0.00
 CHANGE: \$0.00
 CARD: \$0.00

CLASS ACTION COMPLAINT

EXHIBIT A - PAGE 53

09/30/2015

1 Plaintiff Jontian Jackson, individually and on behalf of others similarly situated, alleges
2 as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Jontian Jackson ("Plaintiff") brings this putative class action against
5 defendants SPS Technologies, LLC, and DOES 1 through 20, inclusive (collectively,
6 "Defendants" or "SPS"), on behalf of himself individually and a putative class of non-exempt
7 employees employed by Defendants throughout California.

8 2. SPS manufactures and distributes aerospace fasteners.

9 3. Through this action, Plaintiff is alleging that Defendants have engaged in a
10 systematic pattern of wage and hour violations under the California Labor Code and Industrial
11 Welfare Commission ("IWC") Wage Orders, all of which contribute to Defendants' deliberate
12 unfair competition.

13 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have
14 increased their profits by violating state wage and hour laws by, among other things:

- 15 (a) Failing to pay all wages (including minimum wage and overtime wages);
16 (b) Failing to include shift differentials, bonuses, and other remuneration in regular
17 rates of pay;
18 (c) Failing to provide meal periods or compensation in lieu thereof;
19 (d) Failing to authorize or permit rest breaks or provide compensation in lieu
20 thereof;
21 (e) Failing to provide accurate itemized wage statements;
22 (f) Failing to keep true and accurate time records; and
23 (g) Failing to pay all wages due upon separation of employment.

24 5. Plaintiff brings this lawsuit seeking monetary relief against Defendants on
25 behalf of himself and all others similarly situated in California to recover, among other things,
26 unpaid wages and benefits, interest, attorneys' fees, costs and expenses and penalties pursuant
27 to Labor Code §§ 201-204, 210, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,
28 and 1198.

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CLASS ACTION COMPLAINT

EXHIBIT A - PAGE 54

Doc# 1 Page# 2 - Doc ID = 1629261639 - Doc Type = OTHER

JURISDICTION AND VENUE

6. This is a class action, pursuant to California Code of Civil Procedure § 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business or have offices in this county and the acts and omissions alleged herein took place in this county.

THE PARTIES

10. Plaintiff is a resident of Los Angeles County who worked for Defendants during the relevant time period.

11. Plaintiff is informed and believes, and thereon alleges, that Defendants at all times hereinafter mentioned, were and are employers as defined in and subject to the Labor Code and IWC Wage Orders, whose employees were and are engaged throughout this county and the State of California.

12. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

13. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the employer and/or joint employer of Plaintiff and the class members.

14. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

15. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

16. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently or otherwise responsible for the acts, omissions, occurrences and transactions alleged herein.

CLASS ACTION ALLEGATIONS

17. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of himself and all others similarly situated who were affected by Defendants' Labor Code, Business and Professions Code §§ 17200 and IWC Wage Order violations.

18. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

19. Plaintiff's proposed Class consists of and is defined as follows:

Class

All current and former non-exempt employees employed by Defendants in the State of California within four years prior to the filing of this action to the present.

1 20. Plaintiff also seeks to certify the following Subclass of employees:

2 Waiting Time Subclass

3 All Class members who separated their employment with Defendants at
any time within three years prior to the filing of this action to the present.

4 21. Plaintiff reserves the right to establish other or additional Subclasses, or modify
5 any Class or Subclass definition, as appropriate.

6 22. Members of the Class and Subclass described above will be collectively referred
7 to as "class members." Plaintiff reserves the right to re-define the above Class and Subclass
8 and add additional Subclasses as appropriate based on investigation, discovery and specific
9 theories of liability.

10 23. There are common questions of law and fact as to the Class and Subclass that
11 predominate over any questions affecting only individual members including, but not limited to:

12 (a) Whether Defendants rounded time punches in its favor, resulting in a
13 failure to pay at least minimum wage for all hours worked by Plaintiff and class members;

14 (b) Whether Defendants required Plaintiff and class members to work over 8
15 hours per day, over twelve (12) hours per day and/or over forty (40) hours per week and failed
16 to pay them overtime compensation at the proper rate;

17 (c) Whether Defendants improperly calculated Plaintiff and class members'
18 overtime rate of pay by not including shift differentials, bonuses, and other remuneration in
19 their regular rate of pay;

20 (d) Whether Defendants deprived Plaintiff and class members of timely
21 meal periods or required Plaintiff and class members to work through meal periods without
22 compensation;

23 (e) Whether Defendants deprived Plaintiff and class members of rest breaks
24 or required Plaintiff and class members to work through rest breaks without compensation;

25 (e) Whether Defendants failed to provide accurate itemized wage statements
26 to Plaintiff and class members;

27 (f) Whether Defendants failed to keep true and accurate time records for
28 Plaintiff and class members;

1 (g) Whether Defendants failed to timely pay all wages due to Plaintiff and
2 Subclass members upon termination or within seventy-two (72) hours of resignation;

3 (h) Whether Defendants' conduct was willful or reckless; and

4 (i) Whether Defendants engaged in unfair business practices in violation of
5 Business and Professions Code §§ 17200, *et seq.*

6 24. There is a well-defined community of interest in this litigation and the proposed
7 Class and Subclass are readily ascertainable:

8 (a) Numerosity: The members of the Class and Subclass are so numerous
9 that joinder of all members is impractical. Although the members of the entire Class and
10 Subclass are unknown to Plaintiff at this time, on information and belief, the class is estimated
11 to be greater than one hundred (100) individuals. The identities of the Class and Subclass are
12 readily ascertainable by inspection of Defendants' employment and payroll records.

13 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the
14 claims (or defenses, if any) of the class because Defendants' failure to comply with the
15 provisions of California's wage and hour laws entitled each class member to similar pay,
16 benefits and other relief. The injuries sustained by Plaintiff are also typical of the injuries
17 sustained by the Class and Subclass, because they arise out of and are caused by Defendants'
18 common course of conduct as alleged herein.

19 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
20 interests of all members of the Class and Subclass because it is in his best interests to prosecute
21 the claims alleged herein to obtain full compensation and penalties due his and the Class and
22 Subclass. Plaintiff's attorneys, as proposed class counsel, are competent and experienced in
23 litigating large employment class actions and versed in the rules governing class action
24 discovery, certification and settlement. Plaintiff has incurred and, throughout the duration of
25 this action, will continue to incur attorneys' fees and costs that have been and will be
26 necessarily expended for the prosecution of this action for the substantial benefit of each class
27 member.
28

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CLASS ACTION COMPLAINT

1 (d) Superiority: The nature of this action makes use of class action
 2 adjudication superior to other methods. A class action will achieve economies of time, effort
 3 and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because
 4 the same issues can be adjudicated in the same manner and at the same time for the entire Class
 5 and Subclass. If appropriate this Court can, and is empowered to, fashion methods to
 6 efficiently manage this case as a class action.

7 (e) Public Policy Considerations: Employers in the State of California
 8 violate employment and labor laws every day. Current employees are often afraid to assert
 9 their rights out of fear of direct or indirect retaliation. Former employees are fearful of
 10 bringing actions because they believe their former employers might damage their future
 11 endeavors through negative references and/or other means. Class actions provide the class
 12 members who are not named in the complaint with a type of anonymity that allows for the
 13 vindication of their rights at the same time as affording them privacy protections.

14 GENERAL ALLEGATIONS

15 25. At all relevant times mentioned herein, Defendants employed Plaintiff and other
 16 persons as non-exempt employees.

17 26. Plaintiff was employed in a non-exempt position at Defendants' California
 18 business location(s).

19 27. Defendants continue to employ non-exempt employees within California.

20 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
 21 mentioned, Defendants were advised by skilled lawyers, employees and other professionals
 22 who were knowledgeable about California's wage and hour laws, employment and personnel
 23 practices and the requirements of California law.

24 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
 25 should have known that Plaintiff and class members were entitled to receive at least minimum
 26 wages and that they were not receiving at least minimum wages for work that was required to
 27 be performed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and class
 28 members were not paid at least minimum wages for all hours worked when Defendants

1 rounded Plaintiff's and class members' time punches to Defendants' advantage, among other
2 things.

3 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and class members were entitled to receive certain wages for
5 overtime compensation. In violation of the Labor Code and applicable IWC Wage Order,
6 Plaintiff and class members were not properly paid for all of their overtime work because
7 Defendants failed to include shift differentials, bonuses, and other remuneration in the
8 computation of Plaintiff and class members' regular rate of pay, which caused Plaintiff and
9 class members not to be paid proper overtime and double time wages.

10 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to receive all required meal
12 periods or payment of one (1) additional hour of pay at Plaintiff and class members' regular
13 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the
14 Labor Code and IWC Wage Orders, Plaintiff and class members did not receive all meal
15 periods or payment of one (1) additional hour of pay at Plaintiff and class members' regular
16 rate of pay when they did not receive a timely, uninterrupted meal period.

17 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and class members were entitled to receive all rest breaks or
19 payment of one (1) additional hour of pay at Plaintiff and class members' regular rate of pay
20 when a rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff
21 and class members did not receive all rest breaks or payment of one (1) additional hour of pay
22 at Plaintiff and class members' regular rate of pay when a rest break was missed.

23 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and class members were entitled to receive itemized wage
25 statements that accurately showed their gross and net wages earned, total hours worked and all
26 applicable hourly rates in effect and the number of hours worked at each hourly rate in
27 accordance with California law. In violation of the Labor Code, Plaintiff and class members
28 were not provided with accurate itemized wage statements.

CLASS ACTION COMPLAINT

35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and class members, and Defendants had the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so all in order to increase Defendants' profits.

FAILURE TO PAY MINIMUM WAGES

40. Defendants' failure to pay Plaintiff and class members the required minimum wages violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs and attorneys' fees.

1 qualify for the payment of overtime, Plaintiff and class members were not being paid overtime
2 wages for their work

3 48. In violation of state law, Defendants have knowingly and willfully refused to
4 perform their obligations and compensate Plaintiff and class members for all wages earned and
5 all hours worked, including work performed off the clock as alleged above.

6 49. Defendants' failure to pay Plaintiff and class members the unpaid balance of
7 overtime and double time compensation, as required by California law, violates the provisions
8 of Labor Code §§ 510 and 1198, and is therefore unlawful.

9 50. Pursuant to Labor Code § 1194, Plaintiff and class members are entitled to
10 recover their unpaid overtime and double time compensation as well as interest, costs and
11 attorneys' fees.

12 THIRD CAUSE OF ACTION

13 FAILURE TO PROVIDE MEAL PERIODS

14 (Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

15 51. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
16 though fully set forth herein

17 52. Labor Code § 226.7 provides that no employer shall require an employee to work
18 during any meal period mandated by the IWC Wage Orders.

19 53. Section 11 of the applicable IWC Wage Order states, "no employer shall employ
20 any person for a work period of more than five (5) hours without a meal period of not less than
21 30 minutes, except that when a work period of not more than six (6) hours will complete the
22 day's work the meal period may be waived by mutual consent of the employer and the
23 employee."

24 54. Labor Code § 512(a) provides that an employer may not require, cause or permit
25 an employee to work for a period of more than five (5) hours per day without providing the
26 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
27 the total work period per day of the employee is not more than six (6) hours, the meal period
28 may be waived by mutual consent of both the employer and the employee.

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CLASS ACTION COMPLAINT

00/30/2015

1 55. Labor Code § 512(a) also provides that an employer may not employ an
 2 employee for a work period of more than ten (10) hours per day without providing the employee
 3 with a second meal period of not less than thirty (30) minutes, except that if the total hours
 4 worked is no more than twelve (12) hours, the second meal period may be waived by mutual
 5 consent of the employer and the employee only if the first meal period was not waived.

6 56. During the relevant time period, Plaintiff and class members did not receive
 7 compliant meal periods for working more than five (5) and/or ten (10) hours per day because
 8 their meal periods were short, missed, or late and/or they were not permitted to take a second
 9 meal period.

10 57. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
 11 an employer to pay an employee one additional hour of pay at the employee's regular rate of
 12 compensation for each work day that a meal period is not provided.

13 58. At all relevant times, Defendants failed to pay Plaintiff and class members meal
 14 period premium for missed, late, and untimely meal periods pursuant to Labor Code § 226.7(b)
 15 and section 11 of the applicable IWC Wage Order.

16 59. As a result of Defendants' failure to pay Plaintiff and class members an
 17 additional hour of pay for each day a meal period was not provided, Plaintiff and class members
 18 suffered and continue to suffer a loss of wages and compensation.

19 **FOURTH CAUSE OF ACTION**

20 **FAILURE TO PERMIT REST BREAKS**

21 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

22 60. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
 23 though fully set forth herein.

24 61. Labor Code § 226.7(a) provides that no employer shall require an employee to
 25 work during any rest period mandated by the IWC Wage Orders.

26 62. Section 12 of the applicable IWC Wage Order states "every employer shall
 27 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
 28 the middle of each work period" and the "authorized rest period time shall be based on the total

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CLASS ACTION COMPLAINT

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1 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
2 fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

3 63. During the relevant time period, Plaintiff and class members did not receive a ten
4 (10) minute rest period for every four (4) hours or major fraction thereof worked because they
5 were required to work through their daily rest periods and/or were not authorized to take their
6 rest periods.

7 64. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order
8 requires an employer to pay an employee one additional hour of pay at the employee's regular
9 rate of compensation for each work day that the rest period is not provided.

10 65. At all relevant times, Defendants failed to pay Plaintiff and class members rest
11 period premium for missed or interrupted rest periods pursuant to Labor Code § 226.7(b) and
12 section 12 of the applicable IWC Wage Order.

13 66. As a result of Defendants' failure to pay Plaintiff and class members an
14 additional hour of pay for each day a rest period was not provided, Plaintiff and class members
15 suffered and continue to suffer a loss of wages and compensation.

16 FIFTH CAUSE OF ACTION

17 FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

18 (Violation of Labor Code § 226)

19 67. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
20 though fully set forth herein.

21 68. Labor Code § 226(a) requires Defendants to provide each employee with an
22 accurate wage statement in writing showing nine pieces of information, including: (1) gross
23 wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units
24 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
25 deductions, provided that all deductions made on written orders of the employee may be
26 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
27 for which the employee is paid, (7) the name of the employee and the last four digits of his or
28 her social security number or an employee identification number other than a social security

1 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
2 hourly rates in effect during the pay period and the corresponding number of hours worked at
3 each hourly rate by the employee.

4 69. During the relevant time period, Defendants have knowingly and intentionally
5 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff
6 and class members. The deficiencies include, among other things, the failure to correctly state
7 the gross and net wages earned, total hours worked and all applicable hourly rates in effect and
8 the number of hours worked at each hourly rate by Plaintiff and class members.

9 70. As a result of Defendants' knowing and intentional failure to comply with Labor
10 Code § 226(a), Plaintiff and class members have suffered injury and damage to their
11 statutorily-protected rights. Specifically, Plaintiff and class members are deemed to suffer an
12 injury pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor
13 Code § 226(a). Plaintiff and class members were denied both their legal right to receive, and
14 their protected interest in receiving, accurate itemized wage statements under Labor Code
15 § 226(a). In addition, because Defendants failed to provide the accurate rates of pay on wage
16 statements, Defendants have prevented Plaintiff and class members from determining if all
17 hours worked were paid at the appropriate rate and the extent of the underpayment. Plaintiff has
18 had to file this lawsuit in order to analyze the extent of the underpayment, thereby causing
19 Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in these efforts
20 and incur these costs had Defendants provided the accurate hours worked, wages earned, and
21 rates of pay. This has also delayed Plaintiff's ability to demand and recover the underpayment
22 of wages from Defendants.

23 71. Plaintiff and class members are entitled to recover from Defendants the greater
24 of all actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or
25 fifty dollars (\$50.00) for the initial pay period in which a violation occurred, and one hundred
26 dollars (\$100.00) per employee for each violation in subsequent pay periods, in an amount not
27 exceeding four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

72. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and class members from knowing, understanding and disputing the wages paid to them, and resulted in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional failure to comply with California Labor Code § 226(a), Plaintiff and class members have suffered an injury, the exact amount of damages and/or penalties is all in an amount to be shown according to proof at trial.

73. Plaintiff and class members are also entitled to injunctive relief under California Labor Code § 226(h), compelling Defendants to comply with California Labor Code § 226, and seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

SIXTH CAUSE OF ACTION

FAILURE TO MAINTAIN RECORDS

(Violation of Labor Code §§ 1174 and 1174.5; Violation of IWC Wage Order § 7)

74. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

75. Labor Code § 1174(d) requires employers to keep payroll records showing the hours worked daily and the wages paid to their employees.

76. Section 7 of the applicable IWC Wage Order provides that every employer shall keep accurate information with respect to each employee including time records showing when meal periods begin and end, total hours worked in the payroll period and applicable rates of pay.

77. Pursuant to Labor Code § 1174.5, any person employing labor who willfully fails to maintain the records required by Labor Code § 1174(d) is subject to a civil penalty of five hundred dollars (\$500).

78. During the relevant time period, Defendants willfully failed to maintain accurate records for Plaintiff and class members showing when meal periods begin and end, total hours worked in the payroll period and the applicable rates of pay for all regular time, overtime and waiting time periods.

1 79. As a result of Defendants knowing and willful failure to comply with Labor
2 Code § 1174, Plaintiff and class members have suffered an injury in that they were prevented
3 from knowing, understanding and disputing the wage payments paid to them.

4 **SEVENTH CAUSE OF ACTION**

5 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

6 (Violation of Labor Code §§ 201, 202 and 203)

7 80. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
8 though fully set forth herein.

9 81. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
10 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
11 if an employee voluntarily leaves his employment, his wages shall become due and payable not
12 later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72)
13 hours previous notice of his intention to quit, in which case the employee is entitled to his
14 wages at the time of quitting.

15 82. During the relevant time period, Defendants willfully failed to pay Waiting
16 Time Subclass members all their earned wages upon termination including, but not limited to,
17 proper minimum wages and overtime compensation, either at the time of discharge or within
18 seventy-two (72) hours of their leaving Defendants' employ.

19 83. Defendants' failure to pay Waiting Time Subclass members all their earned
20 wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants'
21 employ is in violation of Labor Code §§ 201 and 202.

22 84. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
23 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202,
24 then the wages of the employee shall continue as a penalty from the due date at the same rate
25 until paid or until an action is commenced; but the wages shall not continue for more than thirty
26 (30) days.

27 85. Waiting Time Subclass members are entitled to recover from Defendants the
28 statutory penalty which is defined as Waiting Time Subclass members regular daily wages for

1 each day they were not paid, at their regular hourly rate of pay, up to a thirty (30) day
2 maximum pursuant to Labor Code § 203.

3 EIGHTH CAUSE OF ACTION

4 VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.

5
6 86. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
7 though fully set forth herein.

8 87. Defendants' conduct, as alleged herein, has been and continues to be unfair,
9 unlawful and harmful to Plaintiff and class members. Plaintiff seeks to enforce important rights
10 affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

11 88. Defendants' activities, as alleged herein, violate California law and constitute
12 unlawful business acts or practices in violation of California Business and Professions Code
13 §§ 17200, *et seq.*

14 89. A violation of Business and Professions Code §§ 17200, *et seq.* may be
15 predicated on the violation of any state or federal law.

16 90. Defendants' policies and practices have violated state law in at least the
17 following respects:

18 (a) Failing to pay at least minimum wage to Plaintiff and class members in
19 violation of Labor Code §§ 1194 and 1197;

20 (b) Failing to compensate Plaintiff and class members with all required
21 overtime and double time pay as herein alleged in violation of Labor Code §§ 510, 1194 and
22 1198;

23 (c) Failing to provide meal periods without paying Plaintiff and class
24 members premium wages for every day said meal periods were not provided in violation of
25 Labor Code §§ 226.7 and 512;

26 (d) Failing to authorize or permit rest breaks without paying Plaintiff and
27 class members premium wages for every day said rest breaks were not authorized or permitted
28 in violation of Labor Code § 226.7;

1 (e) Failing to provide Plaintiff and class members with accurate itemized
2 wage statements in violation of Labor Code § 226;

3 (f) Failing to maintain the employment records of Plaintiff and class
4 members in violation of Labor Code §§ 1174 and 1174.5; and

5 (e) Failing to timely pay all earned wages to Plaintiff and Waiting Time
6 Subclass members upon separation of employment in violation of Labor Code §§ 201, 202 and
7 203.

8 91. Defendants intentionally avoided paying Plaintiff and class members' wages and
9 monies, thereby creating for Defendants an artificially lower cost of doing business in order to
10 undercut their competitors and establish and gain a greater foothold in the marketplace.

11 92. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiff and class
12 members are entitled to restitution of the wages unlawfully withheld and retained by
13 Defendants during a period that commences four years prior to the filing of the Complaint; an
14 award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other applicable
15 laws; and an award of costs.

16 **PRAYER FOR RELIEF**

17 Plaintiff, on his own behalf and on behalf of all others similarly situated, prays for relief
18 and judgment against Defendants, jointly and severally, as follows:

19 1. For certification of this action as a class action, including certifying the Class
20 and Subclass alleged by Plaintiff;

21 2. For appointment of Jontian Jackson as the class representative;

22 3. For appointment of Aegis Law Firm, PC as class counsel for all purposes;

23 4. For compensatory damages in an amount according to proof with interest
24 thereon;

25 5. For economic and/or special damages in an amount according to proof with
26 interest thereon;

27 6. For liquidated damages pursuant to Labor Code § 1194.2;

28
17
CLASS ACTION COMPLAINT

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7. For reasonable attorneys' fees, costs of suit and interest to the extent permitted by law, including pursuant to Code of Civil Procedure § 1021.5 Labor Code §§ 226(e), 1194;

8. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;

9. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

10. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;

11. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits and penalties, including interest thereon;

12. For pre-judgment interest; and

13. For such other relief as the Court deems just and proper.

Dated: September 29, 2015

AEGIS LAW FIRM, PC

By: J. L. Campbell

Jessica L. Campbell
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: September 29, 2015

AEGIS LAW FIRM, PC

By: J. L. Campbell

Jessica L. Campbell
Attorneys for Plaintiff

09/30/2015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Samuel A. Wong (SBN:217104); Jessica L. Campbell (SBN:280626) Aegis Law Firm, P.C. 9811 Irvine Center Drive Suite 100, Irvine, CA 92618 TELEPHONE NO.: (949)379-6250 FAX NO.: (949)379-6251		CM-010 FOR COURT USE ONLY <div style="border: 1px solid black; padding: 5px; text-align: center;"> FILED Superior Court of California County of Los Angeles SEP 30 2015 Sherri K. Carter, Executive Officer/Clerk By: <u>[Signature]</u> Deputy Moser Solo </div>	
ATTORNEY FOR (Name): Plaintiff Jonathan Jackson SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Central District		CASE NUMBER: BC 596401 JUDGE: DEPT:	
CASE NAME: Jackson v. SPS Technologies, LLC. dba Air Industries Company			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIPD/WD (23) Non-PIPD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIPD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |

3. Remedies sought (check all that apply): a. ☒ monetary, b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): 8

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: September 29, 2015

Jessica L. Campbell

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE	
Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions. File this cover sheet in addition to any cover sheet required by local court rule. If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding. Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.	

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)
Auto (22)-Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)	Breach of Rental/Lease	Construction Defect (10)
	Contract (not unlawful detainer or wrongful eviction)	Claims Involving Mass Tort (40)
	Contract/Warranty Breach-Seller Plaintiff (not fraud or negligence)	Securities Litigation (28)
	Negligent Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Other PIPD/W (Personal Injury/Property Damage/Wrongful Death) Tort	Other Breach of Contract/Warranty	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Enforcement of Judgment
Asbestos Property Damage	Collection Case-Seller Plaintiff	Enforcement of Judgment (20)
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Abstract of Judgment (Out of County)
Product Liability (not asbestos or toxic/environmental) (24)	Insurance Coverage (not provisionally complex) (18)	Confession of Judgment (non-domestic relations)
Medical Malpractice (45)	Auto Subrogation	Sister State Judgment
Medical Malpractice-Physicians & Surgeons	Other Coverage	Administrative Agency Award (not unpaid taxes)
Other Professional Health Care Malpractice	Other Contract (37)	Petition/Certification of Entry of Judgment on Unpaid Taxes
Other PIPD/W (23)	Contractual Fraud	Other Enforcement of Judgment Case
Premises Liability (e.g., slip and fall)	Other Contract Dispute	
Intentional Bodily Injury/PD/W (e.g., assault, vandalism)	Real Property	Miscellaneous Civil Complaint
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Other Complaint (not specified above) (42)
Other PIPD/W	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Non-PIP/W (Other) Tort	Writ of Possession of Real Property	Injunctive Relief Only (non-harassment)
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Mechanics Lien
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Quiet Title	Other Commercial Complaint Case (non-tort/non-complex)
Defamation (e.g., slander, libel) (13)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Other Civil Complaint (non-tort/non-complex)
Fraud (16)	Unlawful Detainer	Miscellaneous Civil Petition
Intellectual Property (19)	Commercial (31)	Partnership and Corporate Governance (21)
Professional Negligence (25)	Residential (32)	Other Petition (not specified above) (43)
Legal Malpractice	Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Civil Harassment
Other Professional Malpractice (not medical or legal)	Judicial Review	Workplace Violence
Other Non-PIP/W (35)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Employment	Petition Re: Arbitration Award (11)	Election Contest
Wrongful Termination (36)	Writ of Mandate (02)	Petition for Name Change
Other Employment (15)	Writ-Administrative Mandamus	Petition for Relief From Late Claim
	Writ-Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ-Other Limited Court Case	
	Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal-Labor	
	Commissioner Appeals	

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CIVIL CASE COVER SHEET

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EXHIBIT A - PAGE 73

SHORT TITLE: Jackson v. SPS Technologies, LLC dba Air Industries Company	CASE NUMBER BC596401
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? ☒ YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 7-10 HOURS/DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory Filing Location (Hub Case).

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 3. 1., 4.

SHORT TITLE: Jackson v. SPS Technologies, LLC dba Air Industries Company	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	2., 5., 6., 11 2., 5., 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

UACIV 109 (Rev 3/15)
LASC Approved 03-04

**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

Local Rule 2.3
Page 2 of 4

EXHIBIT A - PAGE 75.

SHORT TITLE: Jackson v. SPS Technologies, LLC dba Air Industries Company	CASE NUMBER
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	A Civil Case Cover Sheet Category/No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2, 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6038 Toxic Tort/Environmental	1, 2, 3, 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8.		
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8.
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2, 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 4, 8.
		<input type="checkbox"/> A6100 Other Civil Petition	2, 9.


SHORT TITLE: Jackson v. SPS Technologies, LLC dba Air Industries Company	CASE NUMBER
---	-------------

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		ADDRESS:
CITY:	STATE:	ZIP CODE:

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd.(a)].

Dated: September 29, 2015


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

EXHIBIT B



COPY

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IRVINE, CA 92612-4414

BRYAN CAVE LLP

Julie E. Patterson (CA Bar 167326)
Julie Westcott O'Dell (CA Bar 291083)
Steven A. Witt (CA Bar 277303)
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Telephone: (949) 223-7000
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julie.odell@bryancave.com
steven.witt@bryancave.com

Attorneys for Defendant
SPS TECHNOLOGIES, LLC dba Air Industries Company

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JONTIAN JACKSON, individually and on
behalf of all others similarly situated

Plaintiff,

v.

SPS TECHNOLOGIES, LLC
dba Air Industries Company; and
DOES 1 through 20, inclusive,

Defendant.

**CONFORMED COPY
ORIGINAL FILED**
Superior Court Of California
County Of Los Angeles

DEC 22 2015

Sherri R. Carter, Executive Officer/Clerk
By: Margo Webb, Deputy

Case No. BC596401

Hon. Kenneth R. Freeman / Dept. 310

COMPLEX

**ANSWER TO PLAINTIFF'S FIRST
AMENDED COMPLAINT**

Complaint Filed: September 30, 2015
FAC Filed: November, 16, 2015
Trial Date:

1 Defendant SPS Technologies, LLC dba Air Industries Co. ("Defendant), for itself and for
2 no other Defendant, hereby responds to the allegations contained in the unverified First Amended
3 Complaint for Damages ("Complaint") of Plaintiff Jontian Jackson ("Plaintiff"), as follows:

4 **GENERAL DENIAL**

5 Pursuant to Code of Civil Procedure section 431.30(d), Defendant denies generally and
6 specifically each and every allegation contained in the Complaint. Defendant further denies that
7 Plaintiff has been injured or damaged in any manner or amount or is entitled to any relief of any
8 kind.

9 **SEPARATE DEFENSES**

10 Defendant specifically reserves the right to amend its Answer to allege further affirmative
11 defenses that it may have against the putative class, and/or subclasses, if any is certified. The
12 Court has not yet certified a class and the putative class members are not parties to the action.
13 Defendant further reserves the right to amend its Answer if additional defenses become apparent
14 throughout the course of litigation. Notwithstanding the foregoing and without waiving its rights
15 to assert additional defenses, Defendant alleges the following affirmative defenses that it now
16 knows to be applicable to Plaintiff and/or all or some of the putative class members. As for its
17 separate and independent affirmative defenses in this action, and without conceding that it bears
18 the burden of proof or persuasion as to any affirmative defense, Defendant alleges as follows:

19 **FIRST AFFIRMATIVE DEFENSE**

20 (Failure to State Facts Sufficient to Constitute a Cause of Action)

21 1. The Complaint, and each purported cause of action alleged therein, fails to state
22 facts sufficient to constitute a cause of action against Defendant.

23 **SECOND AFFIRMATIVE DEFENSE**

24 (Statute of Limitations)

25 2. The Complaint, and each purported cause of action alleged therein, is barred, in
26 whole or in part, by the applicable statutes of limitations, including, but not limited to, Code of
27 Civil Procedure sections 338(a), 340(a), 340(b), and Business & Professions Code section 17208.
28

THIRD AFFIRMATIVE DEFENSE

(Standing)

3. The Complaint, and each purported cause of action alleged therein, is barred because Plaintiff lacks standing to bring one or more of the claims being asserted either on his own behalf or in his capacity as a putative class representative.

FOURTH AFFIRMATIVE DEFENSE

(Substantial Compliance with Applicable Laws and Regulations)

4. Plaintiff's causes of action are barred, in whole or in part, because Defendant has substantially complied with any and all applicable statutes, regulations, and laws.

FIFTH AFFIRMATIVE DEFENSE

(No Knowledge of Off-the-Clock Work)

5. Defendant has no knowledge of, nor should it have knowledge of, any alleged off-the-clock work or unpaid overtime hours worked by Plaintiff or the putative class, and did not authorize, require, request, suffer, or permit such activity.

SIXTH AFFIRMATIVE DEFENSE*(De Minimis)*

6. Plaintiff's claims are in whole or in part *de minimis*.

SEVENTH AFFIRMATIVE DEFENSE

(Outside the Scope of Authority)

7. If any manager or supervisor authorized, required, requested, suffered, or permitted an employee to work off the clock or report to work without pay, or failed to pay compensation for overtime hours worked, such supervisor or manager acted outside the scope of his or her employment with Defendant.

EIGHTH AFFIRMATIVE DEFENSE

(Lawful Electronic Timekeeping)

8. To the extent Plaintiff contends he and the putative class was not paid overtime due to a timekeeping policy, the timekeeping policies maintained by their employer complied with

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1 applicable state and federal laws permitting employers to use rounding or grace periods for
2 purposes of computing and paying wages and overtime.

3 **NINTH AFFIRMATIVE DEFENSE**

4 (No Knowing and Intentional Failure)

5 9. Defendant did not knowingly or intentionally fail to provide accurate itemized
6 statements to Plaintiff and the putative class within the meaning of Labor Code section 226.

7 **TENTH AFFIRMATIVE DEFENSE**

8 (No Injury Suffered)

9 10. Plaintiff and the putative class have not suffered injury as the result of any alleged
10 knowing or intentional failure to provide accurate itemized wage statements within the meaning of
11 Labor Code section 226.

12 **ELEVENTH AFFIRMATIVE DEFENSE**

13 (No Willful Deprivation of Wages)

14 11. The Complaint, and each purported cause of action alleged therein, is barred
15 because Defendant did not willfully, intentionally, arbitrarily or without just cause deprive
16 Plaintiff or the putative class of any wages to which they were entitled under California law.

17 **TWELFTH AFFIRMATIVE DEFENSE**

18 (Waiver of Meal and/or Rest Periods)

19 12. To the extent that Plaintiff and the putative class did not receive a meal and/or rest
20 period during their work shifts, it was because Plaintiff and the putative class waived such meal
21 and/or rest period.

22 **THIRTEENTH AFFIRMATIVE DEFENSE**

23 (Management Discretion)

24 13. The Complaint, and each purported cause of action alleged therein, is barred, in
25 whole or in part, because the conduct of which Plaintiff now complains was a just and proper
26 exercise of management discretion by Defendant (and/or its agents), and was undertaken for a fair,
27 honest, and legitimate business reason, and was regulated by good faith under circumstances that
28 existed.

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FOURTEENTH AFFIRMATIVE DEFENSE

(Good Faith Dispute)

14. The Complaint, and each purported cause of action alleged therein, is barred because Defendant did not willfully fail to pay Plaintiff and the putative class wages, as a good faith dispute exists as to whether any wages are due.

FIFTEENTH AFFIRMATIVE DEFENSE

(Plaintiff Secreted or Absented)

15. The Complaint, and each purported cause of action alleged therein, is barred to the extent Plaintiff and the putative class have secreted or absented themselves in order to avoid payment of wages, or to the extent they refused to receive payment of wages when fully tendered.

SIXTEENTH AFFIRMATIVE DEFENSE

(Not Entitled to Equitable Relief)

16. Plaintiff and putative class members are not entitled to the equitable relief requested in the Complaint, or to any injunctive or other form of equitable relief, because, among other things, Plaintiff and putative class members have an adequate remedy at law if they were to succeed in this action.

SEVENTEENTH AFFIRMATIVE DEFENSE

(PAGA – Failure to Exhaust Administrative Remedies)

17. Plaintiff's ninth cause of action under PAGA is barred, in whole or in part, to the extent Plaintiff has failed to exhaust his administrative remedies.

EIGHTEENTH AFFIRMATIVE DEFENSE

(PAGA – Failure to Provide Notification)

18. Plaintiff's ninth cause of action under PAGA is barred, in whole or in part, to the extent Plaintiff failed to provide notification of the specific provision of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.

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NINETEENTH AFFIRMATIVE DEFENSE

(PAGA – Unjust Enrichment)

19. Plaintiff's ninth cause of action under PAGA is barred, in whole or in part, to the extent PAGA penalties are sought in addition to statutory penalties for the same underlying claim or violations, as such duplicative recovery constitutes unjust enrichment.

TWENTIETH AFFIRMATIVE DEFENSE

(Good Faith and Reasonable Grounds – No Violation of Labor Code)

20. The Complaint, and each purported cause of action therein, is barred, in whole or in part, to the extent it seeks recovery of liquidated damages because any act or omission by Defendant, if any, was in good faith, and Defendant had reasonable grounds for believing that the act or omission was not a violation of any provision of the Labor Code relating to minimum wage or otherwise.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Avoidable Consequences Doctrine)

21. Plaintiff and the putative class are not entitled to recovery on some or all of the purported causes of action because any purported loss could and should have been reduced or avoided by Plaintiff and the putative class by complying with company instructions and procedures.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Failure to Mitigate)

22. Plaintiff's and the putative class' recovery as to each purported cause of action alleged in the Complaint is barred, in whole or in part, by their failure to exercise reasonable care and diligence to mitigate any damages allegedly accruing to them.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Offset)

23. Defendant denies that it has unlawfully failed to pay any amounts for wages to Plaintiff or putative class members, or that it otherwise acted improperly. However, any entitlement that Plaintiff or putative class members may have to additional wages is subject to an

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1 offset for payments or benefits that Plaintiff or putative class members may have received (or may
2 receive) from Defendant.

3 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

4 (Privilege/Justification)

5 24. Defendant's actions concerning the matters alleged in the Complaint, if any, were
6 privileged and/or justified.

7 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

8 (Plaintiff Seeks Unjust Enrichment)

9 25. The Complaint, and each purported cause of action alleged therein, is barred, in
10 whole or in part, on the ground that Plaintiff and putative class members would be unjustly
11 enriched if they were allowed to recover certain claimed damages in the Complaint.

12 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

13 (Penalties Would Be Unconstitutional)

14 26. Plaintiff and putative class members are not entitled to recover any penalties as
15 prayed for in the Complaint because such an award would violate Defendant's rights under the
16 Constitution of the United States of America and the Constitution of the State of California,
17 including without limitation, Defendant's right to (1) procedural due process under the
18 Constitution of the State of California and the Fourteenth Amendment of the Constitution of the
19 United States of America; (2) protection from excessive fines as provided in the Eighth
20 Amendment of the Constitution of the United States of America, and Article I, Section 7 of the
21 Constitution of the State of California; and (3) substantive due process provided in the
22 Constitution of the State of California and the Fifth and Fourteenth Amendments of the
23 Constitution of the United States of America.

24 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

25 (Representation Not Proper)

26 27. Plaintiff is not an adequate representative of the allegedly aggrieved parties in this
27 action.
28

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TWENTY-EIGHTH AFFIRMATIVE DEFENSE

(No Community of Interest)

28. The putative class members do not share a community of interest in common questions of law and/or fact.

TWENTY-NINTH AFFIRMATIVE DEFENSE

(Failure to State a Class Action Claim)

29. The Complaint, and each purported cause of action alleged therein, fails to allege facts sufficient to constitute a cognizable class action.

THIRTIETH AFFIRMATIVE DEFENSE

(Unconstitutional as Class Action)

30. The class allegations are barred on the ground that if this action is certified as a class action, Defendant's rights under the Fifth and Seventh Amendments to the United States Constitution would be violated.

THIRTY-FIRST AFFIRMATIVE DEFENSE

(Laches)

31. The Complaint, and each purported cause of action alleged therein, is barred by the doctrine of laches.

THIRTY-SECOND AFFIRMATIVE DEFENSE

(Estoppel)

32. The Complaint, and each purported cause of action alleged therein, is barred by the doctrine of estoppel.

THIRTY-THIRD AFFIRMATIVE DEFENSE

(Waiver)

33. The Complaint, and each purported cause of action alleged therein, is barred by the doctrine of waiver.

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THIRTY-FOURTH AFFIRMATIVE DEFENSE

(Unclean Hands)

34. The Complaint, and each purported cause of action alleged therein, is barred by the doctrine of unclean hands.

THIRTY-FIFTH AFFIRMATIVE DEFENSE

(Balance of Equities)

35. The equities in this case weigh against the relief Plaintiff seeks on behalf of himself and the putative class.

RESERVATION OF RIGHTS

Defendant reserves the right, upon completion of its investigation and discovery, to file such additional affirmative defenses as may be appropriate.

WHEREFORE, Defendant hereby requests judgment as follows:

1. That Plaintiff take nothing by the Complaint and that the same be dismissed with prejudice;
2. That Defendant have judgment entered in its favor;
3. That Defendant be awarded costs of suit, including attorneys' fees; and
4. For such other and further relief as this Court deems just and proper.

Dated: December 21, 2015

BRYAN CAVE LLP

Julie E. Patterson

Julie W. O'Dell

Steven A. Witt

By: 

Steven A. Witt

Attorneys for Defendant

SPS TECHNOLOGIES, LLC

dba Air Industries Company

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PROOF OF SERVICE
CCP 1013a(3) Revised 5/1/88
(LASC - BC59640 - Jackson v. SPS)

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is: 3161 Michelson Drive, Suite 1500, Irvine, CA 92612-4414.

On December 22, 2015, I caused the following document(s) described as:

ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT

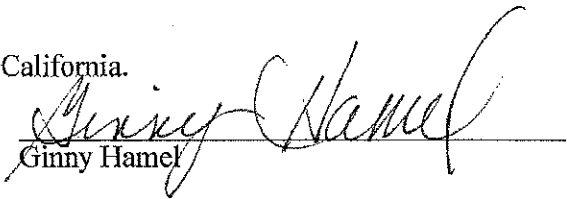
to be served on all interested parties in this action as follows:

Samuel A. Wong, Esq. Kashif Haque, Esq. Jessica L. Campbell, Esq. AEGIS LAW FIRM, PC 9811 Irvine Center Drive, Ste. 100 Irvine, CA 92618	<i>Attorneys for Plaintiff Jontian Jackson</i> Phone: (949) 379-6250 Fax: (949) 379-6251 E-mail:
--	---

☒ BY MAIL - As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ STATE - I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 22, 2015, at Irvine, California.


Ginny Hamel

BRYAN CAVE LLP
3161 MICHELSON DRIVE, SUITE 1500
IRVINE, CALIFORNIA 92612-4414

PROOF OF SERVICE
CCP 1013a(3) Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is: 3161 Michelson Drive, Suite 1500, Irvine, CA 92612-4414.

On December 23, 2015, I caused the following document(s) described as:

**DECLARATION OF JULIE E. PATTERSON IN SUPPORT OF NOTICE OF REMOVAL
BY DEFENDANT SPS TECHNOLOGIES, LLC DBA AIR INDUSTRIES COMPANY**

to be served on all interested parties in this action as follows:

Samuel A. Wong, Esq. Kashif Haque, Esq. Jessica L. Campbell, Esq. AEGIS LAW FIRM, PC 9811 Irvine Center Drive, Ste. 100 Irvine, CA 92618	<i>Attorneys for Plaintiff Jontian Jackson</i> Phone: (949) 379-6250 Fax: (949) 379-6251 E-mail:
--	---

☒ BY MAIL - As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ FEDERAL - I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on December 23, 2015, at Irvine, California.


Ginny Hamel